THE TITLES TO OUR CHURCH BUILDINGS.

About two weeks ago, there was a decision by the Court of Appeals in Kentucky which deeply concerns all the churches in our connection. The suit was over a church building in Sturgis, Ky., which had been the property of the Cumberland Presbyterians. At the time of the union between the Cumberland Church and the Northern Presbyterians, both parties claimed the church building. In the lower court, the decision was in favor of those who declined to enter into the union upon the ground that the General Assembly of the Cumberland Church which arranged the union had exceeded its constitutional rights and powers. This decision is reversed by the Court of Appeals, and the property is given to the representatives of the Northern Presbyterian Church.

The opinion of the court was written by Judge Barker. Its main points are as follows:

This judgment is reversed by the Court of Appeals, in an opinion by Judge Barker, holding:

1. That the right to form the union was either expressly given by section 43 of the Constitution, or that the right existed by necessary implication; that the question whether or not the creed of the Presbyterian Church in the United States of America, as revised by the declaratory statement of 1903, made it to conform to the creed of the Cumberland Presbyterian church on the subject of foreordination, predestination election and infant damnation, was a question of doctrine, faith and church dogma, and, therefore, exclusively within the jurisdiction of the church courts, and their decision of this question is not reviewable by the civil tribunal.

2. That where property is held by a congregation which is an integral part of a general church government such as the Presbyterian and the property has not been impressed with any specific religious trust by the donor, if it was acquired in that way, then the right of the congregation to hold and enjoy this property depends upon its continuance as an integral part of the church government as whole.

3. That if there be a schism in the congregation and conflicting claims to the church property, the civil tribunals will award it to that party which can be identified as a part of the general church government or its lawful successor.

4. That in the Presbyterian form of Church government the individual members have no voice in deciding questions of doctrine and faith; all ultimate power of this kind is reposed in the various church judicatories commencing with the church sessions, which is the lowest and going up through the presbyteries, the synods and the General Assembly, which is the highest; that by the constitution of the Cumberland Presbyterian church, that instrument or the creed or Confession of Faith may be changed by a two-thirds vote of the General Assembly at a stated meeting, if the amendment be approved by a majority of the Presbyteries voting upon that question.

5. That if what was done to effect the union required a change in the constitution, then what took place was substantially an amendment to the constitution, because the plan of union was adopted by a two-thirds vote of the General Assembly at a stated meeting and their action was approved by the majority of the Presbyteries of that church voting upon that question.

The first point in this opinion recognizes the right of the General Assembly of a Church, having observed the necessary limitations of its constitution, to form a union with another Church. And very rightly the civil court declines to enter into the doctrinal issues that are involved.

The second point is the one in which our people are most interested. If we understand it aright, it is to the effect that if in the title deeds of a church building there be an expression of intent, binding that property to certain specific uses, the civil courts will recognize and sustain that declaration of intent. But if there be in the title deeds or other documents no such limitation, then the title to the church property will follow the action of the highest church court of that denomination.

If we understand aright, this would leave to each congregation the right to act, at a time when there is no dissension, in the line of declaring what limitation the members desire as to the future title and use of their church property. If this be correct, the suggestion will come, that all our church officers may do well to look into the title deeds of their respective churches and see whether these deeds contain such a clause as will prevent any future diversion of the property from the desires of the members. And if there be no such limitation they may well consult an attorney to discover what remedy is within their reach.

In the two latter points of this decision we cannot see the propriety. If a Book of Church Order has provided that a union may be arranged by a vote of one character, but that a change in the doctrinal Standards can be adopted only by a vote of another character, we cannot see how the action on one line can relieve the necessity of a different action to compass the other result. We cannot see how a resolution in favor of a union with another Church can be construed into an authority for a modification of the Catechism.

But this very fact suggests all the more strongly that the present is a good season for the officers of every church in our connection to see to it that the title deeds of their church buildings are put into the proper shape.

Many a good elder will throw this suggestion down, with the feeling that the matter needs no attention. For the benefit of such, we record a singular fact which came to our knowledge a few weeks ago. One of the largest congregations in Georgia, whose sanctuary is beautiful and valuable, had occasion to take some action which led to an examination of the title deeds. And lo, it appeared that the church had absolutely no title at all to the ground or to the building. The whole title was void, and worthless. If a fire had occurred, it is doubtful whether the insurance could have been collected by law. Fortunately a lawyer was found who could, and did, remedy the defect without serious trouble. But the incident emphasizes our suggestion that it is well for us all to look into the terms of our title deeds.

If his real motive was to bring around the colleges and universities to his own way and shape them according to his own ideas, Mr. Carnegie seems to be accomplishing his end. He has by his pension fund succeeded in undermining the denominational relations of several institutions, and in certain secular institutions is accomplishing his way. The last report is from the University of Minnesota, which has set an age limit for the members of its faculty, making all contracts expire when professors become sixty-five years of age, an act which is reported to be attributable largely to steps recently taken by the Carnegie Foundation. A New York paper which reports this expresses the belief that modifications of university policy may be expected elsewhere.

He who follows duty ever may find danger often, but defeat never.—Chicago Tribune.